

**TITLE:** PG&E and AT&T Facilities Relocations- **DATE:** 6/2/2017  
Provisional Sum

**PROJECT:** Construction Package No. 1 **CONTRACT NO:** HSR 13-06

**CONTRACTOR:** Attn: Ghassan Ariqat  
Tutor Perini/Zachry/Parsons, a Joint Venture  
1401 Fulton Street  
Suite 400  
Fresno, CA 93721

**DESCRIPTION OF CHANGE:**

This Change Order provides for the design, procurement of design and construction proposals, construction, and Contractor management of the subcontract works thereto of the Excluded Third Parties (PG&E and AT&T) Relocations that were previously managed by the Authority.

In addition, this Change will establish a "Provisional Sum" as defined in Book 2, Part A Subpart 2, Special Provisions, Section 6 "Provisional Sum" to compensate the Contractor to manage and subcontract all direct services required for the relocation of "PG&E and AT&T - Excluded Third Parties Utilities". To ensure clarity of the Contractor's responsibility, Contractor services are limited to the management of all the above,

Attached to this Change Order for the purposes of this work, are the following revised CP-1 Contract Provisions and requirements;

Attachment A – Book 2, Part B, General Provisions Section 23. 1, "Overhead and Profit," will NOT apply to this Change Order nor its subsequent Task Orders. A markup of 1.3 % for the payment of "Sub guard Default Insurance" will be paid to the Contractor based on the subcontractor's lowest responsible bid, or negotiated price. A markup of 1.06 % for the payment of Performance Bonds, and a markup of 2.89 % for the payment of Insurance as required under the Contract, will be paid to the Contractor based on the total cost of each individual Task Order. A markup of 10 % will be paid to the Contractor for the direct, allocable, and reasonable costs of the change. No additional markups will be added.

Attachment B - Book 2, Part C, Subpart 1, Scope of Work Section 4.15.3 "Utility Work and Coordination with Utility Companies", REVISE the last paragraph to read as follows: "AT&T will perform the design and construction of their facilities beyond infrastructure. The Contractor will perform design and construction of PG&E facilities."

Attachment C - Book 2, Part C, Subpart 1, Scope of Work Section 5.11 "Utilities", REVISE the third paragraph to read as follows: "AT&T will perform the design and construction of their facilities beyond infrastructure. The Contractor will perform design and construction of PG&E facilities."





This work is excluded from the Community Benefits Agreement (CBA) per Section 2.4.8:

"This agreement shall not apply to work performed by or under contract to electric, gas, communications or water public utilities and such work is not Project Work".

Accordingly, any work previously attributable to PG&E and AT&T shall continue to be excluded and not considered Project Work under the CBA. The 30% Small Business goal is waived if caused by this change order due to the lack of Small Businesses pre-approved by the facility owners to perform their work. The Contractor shall continue to perform a "Good Faith Effort" in meeting the Project's 30% goal for small business utilization and will separately track and report the Project's Small Business Utilization.

Contractor shall submit a detailed Subcontracting Procedures in accordance with Book 2, Part B – General Provisions, Section 4.3 "Subcontractors," prior to soliciting bids.

For work that is competitively bid, the Contractor will provide a detailed analysis of the Bid Process including the bid advertisement, a copy of the Instructions to Bidders, Bidder Outreach, Pre-Bid Meeting Sign-In Sheets, Pre-Bid questions and answers, Pre-Bid Addendums issued if any, a list of the Bidders declining to bid and their reason for declining, a Bid Summary, and an Award Recommendation for the winning Bidder.

Contractor		California High-Speed Rail Authority	
Acceptance by	Submitted by	Recommended by	Approved by
			

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**DESCRIPTION OF CHANGE (Cont.)**

The Contractor shall implement Verification, Validation and Self Certifications (V&V/SC) of all utility relocation design elements included in this Change Order that will be over, under or adjacent to the Authority's High Speed Rail Corridor.

**METHOD OF FUNDING AND PAYMENT:**





This change order establishes a new "PG&E and AT&T Facilities Relocations" Provisional Sum allocation in the amount of **\$92,804,594.26**. Payments for support, management, design, and construction costs under this Change Order (CO), will be processed using Authority authorized task orders from the PG&E and AT&T Facilities Relocation Provisional Sum allocation. These individual task orders will describe in detail the scope of work, support costs, schedule impact costs and method of payment for each task performed or proposed.

The Contractor shall notify the Authority when 75% of the Provisional Sum amount (\$69,603,445.70) has been expended and shall provide to the Authority, a detailed estimate, depicting the dollar amount required to complete the remaining Design and Construction/Relocation work. For any remaining monies after the completion of all work that is eligible for reimbursement by way of this provisional sum, a change order will be executed to credit those remaining monies back to the Authority.

**TIME ADJUSTMENT:**

Any delay due to this change order, if any and if determined to be a controlling operation, shall be evaluated under a separate change order in accordance with Section 23.4, "Equitable Adjustments – Limitation on Delay and Disruption Damages," of the *General Provisions*.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount	Time Adj. Days
0256	00001	PG&E and AT&T Facilities Relocations- Provisional Sum	1.0	LS	\$92,804,594.26	\$92,804,594.26	0
<b>Total:</b>						<b>\$92,804,594.26</b>	<b>0</b>

Contractor	California High-Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			

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**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.


**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

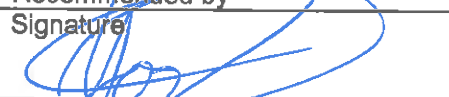
**Tutor Perini/Zachry/Parsons, a Joint Venture**

Acceptance by Signature		Ghassan Ariqat – Project Manager/Director	Date 6/2/17
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**California High-Speed Rail Authority**

Submitted by Signature		John C. Lee - D-B Oversight Manager	Date 6-05-17
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Recommended by Signature	 for Terry Ogle	Design & Construction Manager (Acting)	Date 6-05-17
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Recommended by Signature		Terry Ogle – Director of Design & Construction	Date 6/9/17
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Approval by Signature		Scott Jarvis – Chief Engineer	Date 6-26-17
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